General terms and conditions of VDB Notarissen B.V.[1]

1. VDB Notarissen B.V. is a private limited liability company incorporated under Dutch law, registered at the Register of Companies of the Chamber of Commerce under number: 17198912. These general terms and conditions, with exclusion of all other general terms and conditions, are applicable to all assignments given to VDB Notarissen B.V. (hereinafter referred to as: "the Contractor") by a client (hereinafter referred to as: "the Client"). Not only the Contractor but also any legal entities and/or natural persons and their legal successors associated with the Contractor today or in the past, as well as any persons who are directly or indirectly involved by the Contractor in the provision of services, may rely on these general terms and conditions.

2. The legal relationship between the Contractor and the Client is a professional services agreement within the meaning of Section 7:400 Dutch Civil Code. All assignments are exclusively accepted and carried out by the Contractor, without prejudice to the provisions in article 3. Sections 7:404 and 7:407(2) Dutch Civil Code shall be excluded by the Contractor.

3. When carrying out an assignment, the Contractor may engage (the services of) third parties (hereinafter referred to as: "Agents") if in the Contractor's opinion this is beneficial to a proper performance of the assignment. The Contractor shall exercise due care when selecting any Agents. The Contractor shall not accept liability for any errors or shortcomings of Agents in the performance of their work. The Contractor has the right to accept, on behalf of the Client, a limitation of liability possibly negotiated by an Agent.

4. In the provision of its services, the Contractor shall at all times observe the professional standards governing the services and shall exercise the due care that is fair to expect of the Contractor under the circumstances. With regard to notarial work assigned by consumers the following terms apply: a) the civil-law notary shall observe all currently applicable professional ethics and rules of professional conduct. The consumer brochure 'Rules of game for civil-law notaries and consumers' drawn up by the Royal Dutch Association of Civil-Law Notaries ("KNB") in consultation with the Dutch Consumer Association ("Consumentenbond") and the Dutch Association of Home Owners ("VEH") provides clarifications to these rules. The brochure may be accessed via https://www.knb.nl/home and may also be issued in hard copy upon request; and b) the civil-law notary shall provide timely and clear information concerning the financial impact of his services.

5. All liability of the Contractor shall be limited to the amount paid out in the case at hand by the Contractor's professional liability insurance company, to be increased by the applicable excess (deductible) amount. If for whatever reason the professional liability insurance fails to make any payment, all liability shall be capped at the aggregate of the invoices sent by the Contractor to the Client and paid by the Client for the work performed by the Contractor within the scope of the assignment where the error was made in the 12-month period prior to the error, subject to a maximum of € 10,000 (ten thousand euros only). If the Contractor is liable for damage inflicted on persons or goods, such liability shall be limited to the amount paid out in that case under the Contractor's company liability insurance, to be increased by the applicable excess (deductible) amount. Any liability of the legal entities and/or natural persons associated with the Contractor vis-à-vis the Client (and third parties associated with the Client) is explicitly excluded. Without prejudice to the provisions in Section 6:89 Dutch Civil Code, any entitlement to damages shall lapse in any event one year after the date on which the Client became aware - or reasonably could have been aware - of the existence of a right of claim respectively damage and the possible liability for this on the part of the Contractor, that is to say two years after the work has been carried out by or on behalf of the Contractor. The provisions in this article shall also apply if the Client claims damages under another right obtained from a third party.

6. Except in the event of wilful misconduct or deliberate recklessness on the part of the Contractor, the Client shall indemnify the Contractor and the persons associated with the Contractor against - and the Client shall hold the Contractor and the persons associated with the Contractor harmless with regard to - any claims and legal claims which a third party might at any time have on the Contractor or any person associated with the Contractor or lodge against the Contractor or any person associated with the Contractor and which arise from or are related to work carried out by the Contractor for the benefit of the Client. This indemnification shall also comprise any costs of legal assistance.

7. The remuneration of the Contractor shall be determined based on the time spent and the hourly rates applied by the Contractor increased by a fee for third-party expenses. Any expenses incurred howsoever for work performed by Agents shall be invoiced to the Contractor as well. All amounts payable shall be increased by the applicable VAT payable at the rate applicable from time to time. The Contractor has the right to submit periodic partial invoices to the Client for work performed and yet to be performed. Invoices must be paid within 14 days after the invoice date. If the Client has not paid the sums payable before the applicable payment deadline, the Client shall immediately be in default and owe statutory late-payment interest over the outstanding sums as of the

[1] *Version dated April 25th, 2025*

fifteenth day after the invoice date. All costs resulting from or related to the collection - in or out of court - of all that is payable by virtue of the agreement shall be borne by the Client. These costs shall be calculated in compliance with the Dutch Extrajudicial Collection Charges Compensation Decree. The Client shall pay the costs to the Contractor upon first payment reminder. Any entitlement to setoff and deferral of payment by the Client is excluded. The Client shall make an advance payment at the Contractor's request.

8. If the Contractor has funds in its possession belonging to the Client or a third party in a third-party bank account or in an individual escrow account and the bank charges interest or other expenses to the Contractor on those funds, the Contractor shall charge such interest and expenses as a flat rate to those entitled to the said funds. The Contractor shall not accept liability if the bank fails to fulfil its obligations vis-à-vis the Contractor by virtue of their mutual relationship. In compliance with the notarial professional ethics and rules of professional conduct, the Contractor shall only pay funds to whoever acts as a party to the deed and/or can lay claim on payment by virtue of the legal act laid down in the deed. A claim by the Client on the Contractor to pay an amount held in a third-party bank account of the Contractor is transferable within the meaning of Section 3:83(2) Dutch Civil Code and therefore cannot be transferred or pledged.

9. The Client shall provide the Contractor at all times well in time and in full with the information that is relevant for a proper execution of the granted assignment. The Client warrants the accuracy and completeness of the said information, even if it originates from third parties.

10. The Client shall provide the Contractor upon first request with all information and documentation needed by the Contractor in order to carry out the (continuous) client screening, including but not limited to the identification and verification of the Client and its possible ultimate beneficial owner(s) in compliance with the Dutch Anti-Money Laundering and Anti-Terrorism Financing Act ("Wwft"). The assessment of the client screening in accordance with the Wwft is the Contractor's privilege.

11. In specific cases the Contractor is held, by virtue of legal requirements, to immediately report any of the following situations to the relevant authorities designated by law without notifying the Client:
    a. an unusual transaction performed or intended during the execution of the assignment;
    b. cross-border (tax) structure, whether set up or intended, within the meaning of Council Directive (EU) 2018/822; and/or
    c. other incidents.

    The Contractor shall not accept liability for the adverse effects of such reports(s) made by the Contractor. The limitations of liability set forth in article 5 shall apply mutatis mutandis. The Client shall indemnify the Contractor against all and any third-party claims arising from application of the provisions concerned by the Contractor.

12. The Contractor shall act as the controller for the processing of personal data within the scope of its services. The Contractor processes personal data in accordance with its Privacy Statement as published in its website (https://vdbn.nl/privacyverklaring/).

13. The Client and the Contractor may communicate with each other via electronic means of communication and acknowledge that risks are attached to the use thereof, including but not limited to distortion, delay, interception, manipulation and viruses. The parties shall do or omit all that is fair to expect of each of them so as to prevent the occurrence of the aforementioned risks. The Contractor shall not accept liability for damage possibly arising from the use of electronic means of communication.

14. All services provided by the Contractor are governed by the Complaints Procedure of VDB Notarissen, as well as by the Complaints and Disputes Procedure of the Royal Dutch Association of Civil-Law Notaries. The complaints procedures may be accessed via https://vdbn.nl/klachtenregeling/, https://www.knb.nl/home and https://www.degeschillencommissie.nl/. The Ombudsman of the Royal Dutch Association of Civil-Law Notaries shall not address any complaint until the procedure set forth in the complaints procedure has been completed.

15. The relationship between the Client and the Contractor is exclusively governed by Dutch law.

16. Without prejudice to article 14, the District Court in court district Oost-Brabant has exclusive jurisdiction on all and any disputes between the Client and the Contractor, it being understood that the Contractor shall remain authorized to initiate legal proceedings against the Client before a court of law that would have jurisdiction without this clause.

17. The Contractor may adjust these general terms and conditions from time to time and without prior notification. The adjusted terms and conditions shall be applicable to all subsequent legal relationships with the Client.

18. The Dutch version of these general terms and conditions shall at all times prevail over any version thereof in another language.